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7 Counsel for Plaintiff, Sensa Products (assignment for  
the benefit of creditors), LLC, Assignee for the Benefit  
8 of Creditors of Sensa Products, LLC

9  
10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 Sensa Products (assignment for the benefit  
13 of Creditors), LLC, a California Limited  
14 Liability Company, as assignee of Sensa  
Products, LLC, a Delaware Limited Liability  
Company,

15  
16 Plaintiff,

17 v.

18 ALAN HIRSCH,

19 Defendant(s).  
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Case No. 2:15-CV-07117-GHK-E

(Hon. George H. King)

REPORT OF PARTIES' PLANNING  
MEETING

DATE: June 6, 2016  
TIME: 1:30 p.m.  
DEPT: Roybal Federal Building  
255 E. Temple Street  
Courtroom 650  
Los Angeles, California

The parties to the above captioned action, hereby submit the following Report of Parties' Planning Meeting, which they held telephonically on May 6, 2016, given Defendant's Illinois residence and his inability to pay to travel to California.

**Rule 26(f)**

**(A) what changes should be made in the timing, form, or requirement for disclosures under Rule 26(a), including a statement of when initial disclosures were made or will be made**

The Parties shall make initial disclosures by June 15, 2016, but otherwise shall proceed per the code;

**(B) the subjects on which discovery may be needed, when discovery should be completed, and whether discovery should be conducted in phases or be limited to or focused on particular issues;**

Subjects on which Plaintiff's discovery will focus shall include, but not be limited to: (1) Dr. Hirsch's agreement with Sensa Products, and all communications related thereto; (2) Dr. Hirsh's study on the efficacy of Tastants, and all communications related thereto; (3) all communications between Dr. Hirsch and Intelligent Beauty, and between Dr. Hirsch and Sensa; and (4) all payments made by Sensa to Dr. Hirsch. Plaintiff intends to propound written discovery (document requests, requests for admission and interrogatories) on these (and perhaps other) key issues by June 15, 2016); resolve written discovery response issues by August, 2016; depose Dr. Hirsch and Intelligent Beauty by September 2016; and conduct follow-up written discovery and/or depositions in October 2016, which depositions may include Don Ressler and Adam Goldenberg (Sensa Principals).

Subjects on which Defendant's discovery may be needed include written discovery regarding basis for Plaintiff's allegations in the complaint and possible deposition of Plaintiff, in addition to depositions of Sensa Principals. Discovery should be completed by the end of 2016.

**(C) any issues about disclosure, discovery, or preservation of electronically stored information, including the form or forms in which it should be produced;**

The parties agree that documents may be produced electronically or in paper copies.

**(D) any issues about claims of privilege or of protection as trial-preparation materials, including—if the parties agree on a procedure to assert these claims after production—whether to ask the court to include their agreement in an order under Federal Rule of Evidence 502;**

None.

1 (E) what changes should be made in the limitations on discovery imposed  
 2 under these rules or by local rule, and what other limitations should be  
 3 imposed; and

4 None

5 (F) any other orders that the court should issue under Rule 26(c) or under  
 6 Rule 16(b) and (c).

7 Protective order as to any confidential and personal financial information  
 8 exchanged in discovery.

### 9 **Court Ordered Topics**

#### 10 **A. The basis for subject matter jurisdiction;**

11 The basis for subject matter jurisdiction is diversity;

#### 12 **B. A concise statement of the factual and legal bases of the claims and 13 defenses;**

14 Plaintiff asserts claims for Breach of Contract, Restitution, Fraudulent  
 15 Conveyance (Actual Fraud), Fraudulent Conveyance (Constructive Fraud) and  
 16 Recovery of Preferential Transfers. The essence of Plaintiff's complaint is that  
 17 Dr. Hirsch received payments over and above what he was entitled to receive  
 18 per the parties' agreements in excess of \$7 million, that over \$3 million was  
 19 transferred to him to hinder, defraud and delay creditors, and that over \$1  
 20 million of these transfers were constructively fraudulent and/or preferential  
 21 transfers.

22 Defendant denies Plaintiff's claims on the basis that the payments he received  
 23 from Sensa were made and received in good faith pursuant to the parties'  
 24 agreements and in consideration for valuable services and intellectual property  
 25 provided by Defendant. In addition, the parties intended that monthly advances  
 26 paid to Defendant would not be repaid in the event that Sensa ceased doing  
 27 business. Finally, Defendant has a substantial claim against Sensa for, among  
 28

1 other things, unpaid monthly advances and breach of the parties' License  
2 agreement.

3 **C. A proposed deadline for the filing of a class certification motion, if**  
4 **applicable;**

5 Not Applicable

6 **D. The proposed completion date for all discovery. If the parties anticipate**  
7 **calling expert witnesses, they shall propose a schedule for compliance with**  
8 **Rule 26(a)(2) and the completion of any discovery directed at such expert**  
9 **witnesses;**

10 Completion of percipient discovery, November 15, 2016; Expert designation, if  
11 any, by December 15, 2016, with depositions of initial experts by January 30,  
12 2017; rebuttal expert designation January 30, 2017, with depositions of rebuttal  
13 experts by February 28, 2017.

14 **E. The major procedural, evidentiary or discovery problems, if any;**

15 None anticipated.

16 **F. The prospects of settlement and proposed (1) date and (2) procedure for**  
17 **compliance with Local Rule 16-15;**

18 The parties are currently not in a position to settle. Plaintiff seeks millions of  
19 dollars. Defendant claims poverty and has supplied Plaintiff with a personal  
20 financial statement and tax returns to support such claim, along with a  
21 settlement offer grounded in Defendant's financial reality. Plaintiff suggests that  
22 Defendant consider stipulating to entry of judgment. Defendant disputes liability  
23 and will not consent to any judgment. Plaintiff is amenable to mediation in Los  
24 Angeles. Defendant cannot afford to participate in mediation in Los Angeles.  
25 Nor does Defendant believe mediation is necessary for Plaintiff to evaluate  
26 Defendant's settlement proposal based on his financial condition.  
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**G. A realistic estimate of the number of court days required to present each side's case-in-chief at trial;**

Plaintiff anticipates it will take 5-7 court days for Plaintiff to present its case, including opening statement and closing argument. Defendant does not believe he can afford to travel to California to actively participate in a trial.

**H. Whether trial is to be by jury or by the court;**

Plaintiff requests a trial by jury.

**I. The name of the attorney(s) who will actually try the case on the trial date;**

Plaintiff's trial attorney is Michael R. Adele

Defendant cannot afford an attorney and is representing himself in this case.

**J. Whether the parties consent to a mutually agreeable Magistrate Judge from the Court's Voluntary Consent List to preside over this action for all purposes, including trial.**

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Plaintiff does not consent to a Magistrate Judge presiding over this action for all purposes, including trial.  
Defendant does not consent.

Dated: May 17, 2016

LOBEL WEILAND GOLDEN FRIEDMAN LLP

*Michael Ray Adele*

By: \_\_\_\_\_  
William N. Lobel  
Michael R. Adele

Counsel for Plaintiff, Sensa Products  
(assignment for the benefit of creditors), LLC,  
Assignee for the Benefit of Creditors of Sensa  
Products, LLC

ALAN HIRSCH

*Alan Hirsch*

\_\_\_\_\_  
Alan Hirsch, in pro per

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